

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, California 90012 (213) 974-1101 http://ceo.lacounty.gov

November 20, 2012

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

7 November 20, 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors GLORIA MOLINA First District

MARK RIDLEY-THOMAS Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

AMENDMENTS TO MEMORANDA OF UNDERSTANDING FOR BARGAINING UNITS 323, 324 AND 325 (ALL DISTRICTS) (3 VOTES)

SUBJECT

Approve amendments to the Memoranda of Understanding (MOUs) for bargaining units 323 (Interns and Residents), 324 (Physicians), and 325 (Mental Health Psychiatrists and Dentists).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying amendment to the MOU between the County and the Council of Interns and Residents (CIR) providing for continuing education time for the following bargaining unit:

Unit 323 – Interns and Residents

2. Approve the accompanying amendment to the MOU between the County and the Union of American Physicians and Dentists (UAPD) for a one-year term ending September 30, 2013, for the following bargaining units:

Unit 324 – Physicians Unit 325 – Mental Health Psychiatrists and Dentists

3. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the changes in the agreements.

"To Enrich Lives Through Effective And Caring Service"

PURPOSE OF THE RECOMMENDED ACTION

- 1. Extend the terms and conditions of the MOUs for one year to provide for the continuation of salaries, bonuses, and pay differentials;
- Increase revenue to DHS and DMH by providing for medical professionals using a County-provided Electronic Health Record system to assign federal incentive funds to the County;
- 3. Provide a one-time reimbursement of up to \$1500 to employees in Bargaining Unit 324 for the purchase of equipment necessary to access DHS' Electronic Health Records database:
- 4. Provide a health care reform training fund of \$400,000 for employees in Bargaining Unit 325;
- 5. Reduce expenses by creating Physician and Dental Registries that will allow County employees to provide needed services at a lower per-hour rate than contract professionals.

Implementation of Strategic Plan Goals

The actions recommended in this letter promote workforce excellence by providing for continuation of the County's wage and benefit structure in a financially responsible manner.

FISCAL IMPACT

Expected revenue to the County is \$100 million over a six-year period.

FACTS AND PROVISIONS

A primary goal of the federal Affordable Care Act (ACA) is to reduce health care costs by introducing efficiencies into the health care system. One such efficiency is the use of electronic, rather than paper, medical records for individual patients. To encourage greater use of electronic health records, the federal government is offering incentives of approximately \$60,000 to eligible professionals who achieve meaningful use of an electronic health record system. DMH has already implemented an electronic system, and DHS is in the process of creating one. The County is asking eligible professionals who receive the incentive for using a County-provided system to assign the money to the County.

The Honorable Board of Supervisors November 20, 2012 Page 3

Implementation of the medical record system and other ACA changes will require training, for which purpose the County and UAPD have agreed to the creation of a one-time training fund of \$400,000. Individual physicians may also have to purchase equipment to allow them to remotely access the patient database, for which the County has agreed to reimburse up to \$1,500 per physician on a one-time basis.

The accompanying amendments have been approved as to form by the County Counsel.

IMPACT ON CURRENT SERVICES

Implementation of an electronic health record system is expected to improve efficiency in the provision of County medical services.

Respectfully submitted,

WILLIAM T FUJIOKA Chief Executive Officer

WTF:JA: RA:RM:mj

Attachments

c: Auditor Controller
County Counsel
Executive Office, Board of Supervisors

Amendments to MOU for BU 323, 324 & 325

AMENDMENT NO. 3
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING
INTERNS AND RESIDENT PHYSICIANS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 3 TO MEMORANDUM OF UNDERSTANDING made and entered into this 20th day of November, 2012,

BY AND BETWEEN

Authorized Management Representative (hereinafter) referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County)

Committee Of Interns And Residents, An Affiliate Of The Committee Of Interns And Residents/SEIU, (aka Interns and Residents Association of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor General Hospital; The Interns and Residents Association of the Los Angeles County Martin Luther King, Jr. Hospital (hereinafter referred to as "CIR")

WHEREAS, on the 15th day of December, 2009, the parties entered into a Memorandum of Understanding regarding the Interns and Resident Physicians Employee Representation Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of a mutual agreement, the parties desire to amend the No. 323 Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

- 1. Amend Article 12, Vacation Scheduling, by:
 - a. Renaming the article to Physician, Post Graduate Time Off;
 - Updating accumulated leave time in accordance to County Code
 Section 6.18.080.F, and
 - c. Modifying the method in which Physician, Post Graduates are provided paid leave time in order to meet the Accreditation Council for Graduate Medical Education (ACGME) requirements.
- This Amendment No. 3 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors, and this Amendment No. 3 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 3 the day, month and year first above written.

THE COMMITTEE OF INTERNS AND RESIDENT/SEIU, AFL-CIO (AKA INTERNS AND RESIDENTS ASSOCIATION OF LOS ANGELES COUNTY-UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL CENTER; INTERNS AND RESIDENTS ASSOCIATION OF LOS ANGELES COUNTY HARBOR GENERAL HOSPITAL

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

WILLIAM T FUJIOKA Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ARTICLE 12 PHYSICIAN, POST GRADUATE TIME OFF

In lieu of other vacation and holiday allowances, persons employed as full-time or half-time Physicians, Post Graduate (first through seventh year) who are assigned to a County hospital for any one annual contractual period shall receive 192 hours to be used solely for post graduate time off. The 192 hours (i.e., 24 eight hour work days) will be posted to the Physicians, Post Graduate (first through seventh year) effective the first day of the employee's individual contract year. Upon completion of each Physician, Post Graduate year (first year through seventh year), any remaining hours shall be eliminated from the employee's record unless the Physician, Post Graduate has contracted to another consecutive year of training with the County of Los Angeles.

If the Physician, Post Graduate has contracted to another consecutive year of training, at the end of that consecutive year of training the Physician Post Graduate will have the option to be compensated for a maximum of 80 hours (10 eight hour work days) of the remaining hours <u>or</u> to request a maximum of 80 hours (10 day eight hour work days) of the remaining hours be deferred (i.e., carried over) to their next contract year.

The Physician, Post Graduate may defer 10 working days each year he/she contracts to another consecutive year of training with the County of Los Angeles. Whenever the sum of a Physician, Post Graduate deferred leave time exceeds 60 days, he/she shall be compensated for accumulated deferred leave time in excess of 60 days. Such excess leave time shall be paid at the Physician, Post Graduate's rate of pay in effect on the last day of his/her contract year. Upon completion of their term as Physician,

Post Graduate (second through seventh year), a lump sum payment shall be paid for such leave time not to exceed 60 days.

Any returning Physician, Post Graduate who chooses to be compensated for remaining hours, or to carry over any remaining hours to their next individual contract year, will continue to receive the full 192 hours (i.e., 24 eight-hour work days) at the beginning of their individual contract year.

Any Physician, Post Graduate who wishes to use deferred leave time for other than a post graduate time off must provide proper and timely notification for orderly scheduling. When the leave request exceeds more than seven (7) continuous days, the Physician must submit the request for the leave at least 30 days in advance of the beginning date. In special situations, if approved by the Chief of Service, leave may be granted for less than one week intervals.

Both parties recognize that arrangements for taking time off must reflect patient care responsibilities, and that the ultimate decision regarding scheduling shall rest with the Chief of Service. Leave time must be scheduled within the contractual period.

When a member of this Unit is prevented from working his/her regular assignment as a result of a holiday, he may be reassigned to another work location for that day. If he/she is not reassigned, his/her pay or vacation will not be charged.

AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
PHYSICIANS
EMPLOYEE UNIT

THIS AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING made and entered into this 20th day of November, 2012,

BY AND BETWEEN

Authorized Management Representative (hereinafter) referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")

Union of American Physicians and Dentists (hereinafter referred to as "Union" or "UAPD")

WHEREAS, on the 15th day of December, 2009, the parties entered into a Memorandum of Understanding regarding the Physicians Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, on the 15th day of March, 2011, the parties amended this Memorandum of Understanding which was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to further amend the #324 Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

- 1. Amend Article 4, Term, to change the termination date of the contract to September 30, 2013.
- 2. Amend Article 5, Renegotiation, to change all 2012 dates to 2013.
- 3. Amend Article 7, Salaries, by adding Section 8, Assignment of Incentive Payments, as attached.
- 4. Amend Article 21, Continuing Medical Education to increase the number of hours that may be home study, as attached.
- 5. Add Article 35, Physician Registry, to this Memorandum of Understanding, as attached.

6. This Amendment No. 2 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors, and this Amendment No. 2 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 the day, month and year first above written.

UNION OF AMERICAN PHYSICIANS AND DENTISTS AUTHORIZED REPRESENTATIVES

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

LUX IRVIN

Union of American Physicians

And Dentists

WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

Add to Article 7, Salaries:

SECTION 8 ASSIGNMENT OF INCENTIVE PAYMENTS

The County finds that adoption and meaningful use of an electronic health record (EHR) system will improve patient safety and quality of care, provide greater efficiency of care, and prepare County medical providers to be proficient in new health information technology. It is expected that employees in this bargaining unit will use the EHR system on a daily basis as a part of their routine professional responsibilities.

To help achieve this, eligible professionals (as defined by the Centers for Medicare and Medicaid Services or CMS) in this bargaining unit will participate in the EHR Incentive Program registration and qualification process, and execute an Electronic Health Records Payment Assignment Form authorizing assignment of EHR incentive payments to the Department of Health Services. Assignment of these funds will assist in EHR system purchase, implementation, and maintenance. Physicians that are currently utilizing the EHR Incentive will be dealt with on a case-by-case basis.

On a one-time basis, eligible professionals who achieve meaningful use and have assigned incentive payments to the County will be reimbursed up to \$1,500 for the purchase of equipment such as computers, internet software and hardware that could be utilized for the EHR. Reimbursement will be made upon presenting the receipt of purchase to the designated management contact. The Department of Health Services will consult with UAPD over the reimbursement procedures within 90 days of the implementation of this amendment.

Amend Article 21 as shown:

ARTICLE 21 CONTINUING MEDICAL EDUCATION

The purpose of Continuing Medical Education is to increase the skills and effectiveness of members of this Bargaining Unit. It is the policy of the County to support physicians in pursuing education in order to promote and encourage the meeting of licensure requirements and the upgrading of skills and knowledge for the effective delivery of medical services.

Full time, permanent, physician employees are allowed ten (10) days or eighty (80) hours per calendar year for approved continuing education purposes. Continuing education provided by County departments shall not count towards these ten (10) days or eighty (80) hours per year. Up to ten (10) days or eighty (80) hours may be home study.

Part-time physicians on permanent status working at least 20 hours per week are allowed five (5) days or forty (40) hours per calendar year for approved continuing education purposes. Continuing education provided by County departments shall not count towards these ten (10) days or forty (40) hours per year.

Travel is included as part of continuing education allowable and shall be deducted from the ten (10) days or eighty (80) hours per year for full time permanent employees; or five (5) days or forty (40) hours per year for part-time physicians on permanent status working at least 20 hours per week.

Attendance at Continuing Medical Education activities requires prior management approval. Such approval shall not be unreasonably denied. There shall be no accumulation of Continuing Medical Education leave.

"Home study" includes but is not limited to studying for Board Certifications, Board Recertifications, Journals, and any educational activities that enhance medical skills approved through the department.

Add new article:

ARTICLE 35 PHYSICIAN REGISTRY

The County finds that there is a need for flexibility in physician staffing to meet changing patient census numbers, and requirements for specialty services. This need has typically been met through contract physician registries. To determine whether it is more cost-effective to provide supplemental services using County physicians, the parties agree to create a pilot Physician Registry composed of members of this bargaining unit.

Each County department wishing to participate in the registry shall designate a coordinator for the Physician Registry. Employees in this bargaining unit who elect to join the departmental Physician Registry will notify the coordinator of their interest, and provide him/her with their availability for work on a monthly basis.

Physicians will not be eligible for registry work during a workweek in which they have taken time off without pay or taken exempt leave (019 time).

Full-time permanent County employees on the registry will be placed on an additional temporary position pursuant to Section 6.16.010 of the County Code. Supplemental temporary work on the additional position may not exceed 24 hours in any one calendar week, per existing restrictions on outside employment.

Compensation for the additional temporary position shall be 135% of the physician's normal base hourly wage. Hourly rates will be capped at 75% of the top tier rate for contractors in that medical specialty, or 110% of the physician's normal base hourly wage, whichever is greater. This will be the total compensation for the temporary position. The secondary position will be without benefits of any kind.

If the CEO determines that there is a shortage of physicians within one of the specialties identified in the physician pay plan, the hourly rate may be adjusted.

Part-time temporary employees who do not hold another County position may elect to be paid at the higher hourly rate for their specialty if they agree to forego all benefits. Otherwise, they will be paid at the established hourly rate for their specialty.

The parties agree to conduct a study of the pilot to determine if the registry was successful in addressing the need for flexible physician services at a lower cost than contract registries.

This article will expire on September 30, 2013. It may be renewed by mutual consent.

AMENDMENT NO. 2 MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE MENTAL HEALTH PSYCHIATRISTS/DENTISTS EMPLOYEE UNIT

THIS AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING made and entered into this 20th day of November, 2012,

BY AND BETWEEN

Authorized Management Representative (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")

Union of American Physicians and Dentists (hereinafter referred to as "Union" or "UAPD")

WHEREAS, on the 15th day of December, 2009, the parties entered into a Memorandum of Understanding regarding the Mental Health Psychiatrists/Dentists Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, on the 11th day of May, 2011 the parties amended this Memorandum of Understanding which was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to further amend the #325 Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

- 1. Amend Article 5, Term, to change the termination date of the contract to September 30, 2013.
- 2. Amend Article 6, Renegotiation, to change all 2012 dates to 2013.
- 3. Amend Article 7, Salaries, by adding Section 5, Assignment of Incentive Payments, as attached.
- 4. Amend Article 8, Special Pay Practices, by adding Section 5, as attached.
- 5. Amend Article 9, Employee Benefits, by deleting Section 2.
- 6. Amend Article 24, Continuing Medical Education, as attached.
- 7. Add Article 35, Dental Registry, as attached.

8. This Amendment No. 2 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors, and this Amendment No. 2 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 the day, month and year first above written.

UNION OF AMERICAN PHYSICIANS AND DENTISTS AUTHORIZED REPRESENTATIVES COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

CHRISTOPHER IGE

Union of American Physicians

And Dentists

WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

Add to Article 7, Salaries:

SECTION 5 ASSIGNMENT OF INCENTIVE PAYMENTS

The County finds that adoption and meaningful use of an electronic health record (EHR) system will improve patient safety and quality of care, provide greater efficiency of care, and prepare County medical providers to be proficient in new health information technology. It is expected that employees in this Bargaining Unit 325 (Bargaining Unit) will use the EHR system on a daily basis as a part of their routine professional responsibilities.

To help achieve this, eligible professionals (as defined by the Centers for Medicare and Medicaid Services or CMS) in this bargaining unit will participate in the EHR Incentive Program registration and qualification process, and execute an EHR Payment Assignment Form authorizing assignment of EHR incentive payments to the Department of Health Services. Eligible professionals that are currently utilizing the EHR Incentive will be dealt with on a case-by-case basis.

On a one-time basis, The County agrees to establish a training fund in the amount of \$400,000 for training related to Health Care Reform issues. The fund will be administered by a joint labor-management committee, composed of three members selected by UAPD and three members selected by management. Any programs selected for funding will be subject to CEO approval. This provision will expire on September 30, 2013, and may be renewed only through joint agreement of UAPD and the County.

Add to Article 8, Special Pay Practices:

Section 5 Certification bonus for more than one specialty

UAPD and the County agree to meet within one-hundred eighty (180) days of Board of Supervisors' approval of this MOU to discuss the feasibility of creating a 2.75% bonus for providers who have Board certification in more than one specialty. If it is determined to be feasible, the parties agree to discuss guidelines for implementation during the next negotiations for a successor MOU.

ARTICLE 9 EMPLOYEE BENEFITS

Section 1.

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

Amend Article 24 as shown:

ARTICLE 24 CONTINUING MEDICAL EDUCATION

The purpose of Continuing Medical Education is to increase the skills and effectiveness of members of this Bargaining Unit. It is the policy of the County to support staff in pursuing education in order to promote and encourage the meeting of licensor requirements and the upgrading of skills and knowledge for the effective delivery of mental health services.

Section 1. Psychiatrists

Full-time, permanent, Mental Health Psychiatrists may be allowed up to five (5) days or forty (40) hours per year of in-service training of which one (1) day or eight (8) hours, at the discretion of the department, may be required for Department of Mental Health mandated CME training. Five (5) days or forty (40) hours per year may be allowed for outside training for continuing education purposes. It is further agreed that all of the outside training for continuing education hours may include pre-approved home study courses. Upon management approval, Mental Health Psychiatrists may use CME time for verifiable activities related to maintenance of certification.

Part-time, Mental Health Psychiatrists on permanent status working at least sixteen (16) hours per week may be allowed up to three (3) days or twenty-four (24) hours per year of in-service training and three (3) days or twenty-four (24) hours per year outside training for continuing education purposes.

Approval of Continuing Medical Education shall not be unreasonably denied.

UAPD may assign two members to the Department of Mental Health Continuing Education Committee to discuss in-service training provided by the department.

Section 2. Dental Professionals

Each Dentist, Senior Dentist and Dental Specialist shall be allowed up a maximum of sixty (60) hours of County time per year for the purpose of meeting mandatory continuing education requirements. Each Dental Hygienist shall be allowed up to a maximum of twenty (20) hours of County time per year for the purpose of meeting mandatory continuing education requirements.

Management will allow permanent part-time Dentists, Senior Dentists and Dental Specialists who work at least sixteen (16) hours per week but less than forty (40) hours per week on a continuing basis up to a maximum sixteen (16) hours of County time per year for the purpose of meeting mandatory continuing education requirements.

Management will allow permanent part-time Dental Hygienists who work at least sixteen (16) hours per week but less than forty (40) hours per week on a continuing basis up to a maximum of eight (8) hours of County time per year for the purpose of meeting mandatory continuing education requirements during the term of the MOU.

Management will consider requests which are submitted with adequate lead time. In reviewing the request, Management will consider the needs of the service. Approval of continuing education shall not be unreasonably denied.

Section 3.

If during the term of this MOU, employees are required by applicable provisions of law to undergo additional mandatory continuing education, the parties agree to re-open negotiations on this Article.

Add new article:

ARTICLE 35 DENTAL REGISTRY

The County finds that there is a need for flexibility in staffing to meet changing patient census numbers, and requirements for specialty services. This need has typically been met through contract registries. To determine whether it is more cost-effective to provide supplemental services using County dentists, the parties agree to create a pilot Dental Registry composed of members of this bargaining unit.

Each County department wishing to participate in the registry shall designate a coordinator for the Dental Registry. Employees in this bargaining unit who elect to join the departmental Dental Registry will notify the coordinator of their interest, and provide him/her with their availability for work on a monthly basis.

Dentists will not be eligible for registry work during a workweek in which they have taken time off without pay or taken exempt leave (019 time).

Full-time permanent County employees on the registry will be placed on an additional temporary position pursuant to Section 6.16.010 of the County Code. Supplemental temporary work on the additional position may not exceed twenty-four (24) hours in any one calendar week, per existing restrictions on outside employment.

Compensation for the additional temporary position shall be 135% of the employee's normal base hourly wage. Hourly rates will be capped at 75% of the top tier rate for

contractors in that medical specialty, or 110% of the physician's normal base hourly wage, whichever is greater. This will be the total compensation for the temporary position. The secondary position will be without benefits of any kind.

If the CEO determines that there is a shortage of dentists within one of the dental specialties, the hourly rate may be adjusted.

Part-time temporary employees who do not hold another County position may elect to be paid at the higher hourly rate for their specialty if they agree to forego all benefits. Otherwise, they will be paid at the established hourly rate for their specialty.

The parties agree to conduct a study of the pilot to determine if the registry was successful in addressing the need for flexible dental services at a lower cost than contract registries.

This article will expire on September 30, 2013. It may be renewed by mutual consent.